

SEIU ANNUAL LEAVE PLAN PROVISIONS
Effective January 24, 2003

Operations and Service Maintenance Unit

The Annual Leave provisions shall apply to regular and limited term employees hired on or after July 15, 1977, and shall become effective upon completion of the required programming changes. Upon adoption of the Annual Leave Plan, annual leave will consist of the combined sick leave, vacation balances and accruals for employees covered by the Annual Leave Plan Provisions.

Section 1. Accumulation of Annual Leave

- A. During the first three (3) years of employment, a regular or limited term employee shall earn approximately five (5) hours and fifty-one (51) minutes of annual leave during each eighty (80) hour pay period (approximately one hundred fifty-two [152] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
- B. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn approximately eight (8) hours and nineteen (19) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred sixteen [216] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
- C. Commencing with the pay period following that in which an employee completes ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn nine (9) hours and fifty-one (51) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred fifty-six [256] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
- D. Annual leave earned shall be added to the employee's annual leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay

period during which the employee terminates County service.

- E. The amount of annual leave an employee may accrue shall be unlimited.
- F. Extra help employees shall not earn annual leave.

Section 2. Use of Annual Leave for Illness or Injury

A. Annual leave may be applied to:

1. An absence necessitated by employee's personal illness, injury or disability due to pregnancy or childbirth.
2. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
3. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.
4. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.
5. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
6. An approved absence due to unforeseen and uncharacteristic working conditions, which may be hazardous to the employee's health.

- B. Once an employee has submitted, and has had approved, a request for time off for a medical or dental appointment, every effort will be made to honor the approval. Should a significant operational issue arise

after approval has been granted, the County will make every reasonable effort to provide coverage before notifying the employee of the need to change the appointment.

- C. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls. Such evidence may be required when the employee has been under the care of a physician or when there is reasonable expectation of abuse of annual leave for illness or injury. The requirement will expire after one year if annual leave is used properly during that period. This subsection shall not be subject to the arbitration provision.
- D. Annual leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Pre-scheduled
Vacation

- A. Approved annual leave to be used as vacation shall be scheduled by the agency/department. The County shall schedule on a County seniority basis those annual leave vacation requests which have a sum total of the calendar year of less than or equal to the annual leave entitlement earned in two thousand eighty (2080) hours.
- B. After all annual leave vacation requests for the one (1) year entitlement are scheduled, the County shall schedule, on a County seniority basis, the portion of vacation requests for a calendar year which exceed the amount of annual leave earned in two thousand eighty (2080) hours.
- C. Annual leave vacation requests for the calendar year must be submitted by March 1 to receive consideration on a seniority basis.
- D. All annual leave scheduling shall be done by the agency/department with due regard to the needs of the County work schedule. When circumstances require, the agency/department may reject an employee's request for annual leave vacation scheduling subject to the grievance procedure.

- E. Holidays which fall during an employee's annual leave (vacation) period shall not be charged against the employee's annual leave balance.
- F. It is the intent of the parties that the existing practice for scheduling vacations under this section be continued.

Section 4. General Provisions

- A. Not more than eighty (80) hours of paid time may be credited toward accumulation of annual leave in any pay period.
- B. An Official Leave of Absence shall cause the aforementioned ten (10) years (Section 1.C. of the Annual Leave Provisions) of full-time County service to be postponed a number of calendar days equal to the Official Leave.
- C. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten years (Annual Leave Provisions, Section 1.C.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.
- D. Additional annual leave earned during the period of annual leave may be taken consecutively.
- E. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
- F. Calendared annual leave, including vacations, shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- G. No scheduled annual leave will be cancelled, except in cases of emergency.
- H. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a

Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

- I. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.
- J. The parties will jointly monitor and review, on a regular basis, the effectiveness of the Annual Leave Plan to ensure that plan goals are met. The parties also acknowledge that in order to meet the goals of the Annual Leave Plan, refinements or changes may become necessary. If unanticipated consequences arise, the parties shall meet and attempt to mitigate those consequences. If it is found that the plan is not meeting objectives, it may be discontinued. However, neither party shall have the right to unilaterally modify this agreement as a result of discussions prior to the expiration of the overall Memorandum of Understanding between the parties.

Section 5. Annual Leave Payoff Provisions

- A. During each fiscal year, an employee may request to be paid for accrued annual leave in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours.
- B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

Years of Service	Maximum Payoff
Less than 3 years	160 hours maximum paid at 100%

3 but less than 10 years	240 hours maximum paid at 100%
10 or more years	A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100%; the remaining balance, after the 320 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance.

- C. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.
- D. An employee separating from County service by way of paid County retirement may elect either to take annual leave as time off or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions.

Section 6. Leaves of Absence

A. Agency/Departmental Leave

A regular, limited-term or probationary employee may request an Agency/Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the agency/department, except in cases where Official Leave has been authorized pursuant to B.4., B.5. and Section 11.A., below. The Agency/ Department Head may require that all accumulated compensatory time be used prior to granting of Agency/ Departmental Leave. The use of earned annual leave prior to the obtaining of

Agency/Departmental Leave shall be at the option of the employee.

B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such leave, if granted, shall not exceed one (1) year except as provided in 2. and 3., below. Such leave may be authorized only after an employee's completion of an Agency/Departmental Leave and after all compensatory and the portion of the annual leave balance subject to 100% payoff have been applied toward payment of the absence.
2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the agency/department except that requests for Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the agency/department denies the extension of such Leave, the provisions of 5. and 6., below, shall not apply.
3. Upon request, an employee who has requested and identified a valid need for Family Leave pursuant to Operations & Service Maintenance Unit MOU, Section 12 and applicable law shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after an employee's completion of an Agency/Departmental Leave and after all accumulated compensatory time and the portion of the annual leave balance subject to 100% payoff have been applied toward the absence. In addition, where appropriate under the provisions of the Annual Leave Plan, Section 2 above, the employee may be required to apply all annual leave accruals toward the absence before an Official Leave will be authorized.
4. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work, except that an employee returning from Family Leave shall give the lessor of two (2) weeks notice or the maximum notice allowable under applicable law. If an employee does not give the required notice prior to the date he or she wants to return to work, the

agency/department shall not be required to return the employee to work until the employee gives such notice; however, the agency/department may waive the notice or reduce the notice period at its discretion.

5. The agency/department shall indicate on the request its recommendations as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Personnel Director. If the Personnel Director approves the request, he or she shall deliver a copy to the Auditor-Controller and the employee.
6. If the Personnel Director modifies or does not approve a request for Official Leave, the employee and/or the agency/department may, within fifteen (15) calendar days of said action, file a request with the Personnel Director for review by the Board of Supervisors. Upon such request, the Personnel Director shall forward a copy of the request for Official Leave to the Board for final determination. The employee and the appealing agency/department shall notify the Personnel Director whether he or she will submit his or her position in a written statement or wishes to appear before the Board. The County may present its position in the same manner as the employee presents his or her position. The Board of Supervisors, at its discretion, may designate one (1) or more Executive Assistants to meet with the employee and decide such appeals. The decision on such appeals shall be final.
7. An Official Leave shall not be credited toward continuous service.

C. Official Leave for Nonoccupational Disability

1. A regular, limited-term or probationary employee shall be granted, upon request, an Official Leave of Absence Without Pay for up to six (6) months for a nonoccupational disability including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:
 - a. A medical statement covering diagnosis, prognosis, expected date of return and period of

disability shall be submitted with the Leave request.

- b. Such leave shall begin after all accrued compensatory time and the amount of annual leave subject to 100% payoff have been applied toward the absence.
 - c. Unless required by law, the employee has been paid for 6240 regularly scheduled hours or more.
- 2. If additional leave is desired, the employee may request additional leave in accordance with Official Leave, Section 6.B., above.
 - 3. An employee shall not be entitled to more than one (1) such leave pursuant to this Section per twelve (12) month period.

D. Absences Caused by Illness, Injury or Pregnancy

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury or pregnancy shall not be permitted to resume work until, and unless, the employee obtains a medical clearance from a physician designated by the County.

E. Leave for Union Business

- 1. The County agrees to grant, if requested, Union Officer Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to a Union officer for the term of this Memorandum of Understanding providing that:
 - a. The Union Officer leave shall be for a minimum of eight (8) hours.
 - b. The Union Officer Leave is requested ten (10) calendar days in advance. Said notice may be waived by mutual consent.
 - c. The union promptly reimburses the County for all the Union Officer salary and benefit expenses incurred during the Union Officer Leave.

- d. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Union Officer Leave.
 - e. The employee is a standard or better performer.
 - f. The County will not reassign or transfer the individual to any position in his or her class at the discretion of the agency/department unless significant business or operational concerns occur.
- 2. Annual leave accrual rates will apply to the employee as though he or she were on duty status.
 - 3. Annual leave accrued during Union Officer Leave and unused at the conclusion of the leave must either be paid off by the Union or lost.
 - 4. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Union Officer Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.
 - 5. The probation period, if applicable, shall be extended by the length of the Union Officer Leave. The extended probation period shall end on the first day of the pay period following said extended date.
 - 6. The employee's eligibility for promotional examinations shall not be affected by Union Officer Leave.
 - 7. Layoff points shall not be affected by Union Officer Leave.
 - 8. In the event emergency recall of the employee becomes necessary, the Union Officer Leave may be suspended or cancelled during the course of the emergency. The Union shall not be obligated for reimbursement costs listed in E.1.c. above, and for the period that the Union Officer Leave is suspended or cancelled. Provisions of E1.a. through f. above, shall be suspended during said emergency recall.

9. Usually one (1) employee shall be eligible for Union Officer Leave at any one (1) time. However, upon mutual agreement, the CEO/Human Resources can authorize additional individuals to be on Union Officer Leave.

F. Presidential Leave

1. The County agrees to grant, if requested, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of SEIU during the term of this Memorandum of Understanding providing that:
 - a. The Presidential Leave shall be for a minimum of eight (8) hours.
 - b. The Presidential Leave is requested ten (10) calendar days in advance. Said notice can be waived by mutual consent.
 - c. SEIU promptly reimburses the County for SEIU President salary expenses incurred during the Presidential Leave.
 - d. SEIU promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.
 - e. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Union Officer Leave.
 - f. There is not a compelling need for the employee to perform County work.
 - g. The employee is a standard or better performer.
 - h. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on Agency/Departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.

2. Annual leave accrual rates will apply to the employee as though he or she were on duty status.
3. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.
4. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.
5. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.
6. Layoff points shall not be affected by Presidential Leave.
7. In the event emergency recall of the employee becomes necessary, the Presidential Leave may be suspended or cancelled during the course of the emergency. SEIU shall not be obligated for reimbursement costs listed in A.3., A.4., and for the period that the Presidential Leave is suspended or cancelled. Provisions of A.1. through A.8., above, shall be suspended during said emergency recall.

G. Union Officer Leave

1. The County agrees to grant, if requested, Union Officer Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to a Union Officer for the term of this Memorandum of Understanding providing that:
 - a. The Union Officer Leave shall be for a minimum of eight (8) hours.
 - b. The Union Officer Leave is requested ten (10) calendar days in advance. Said notice may be waived by mutual consent.

- c. The Union promptly reimburses the County for all the Union Officer salary and benefit expenses incurred during the Union Officer Leave.
 - d. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Union Officer Leave.
 - e. The employee is a standard or better performer.
 - f. The County will not reassign or transfer the individual to any position in his or her class at the discretion of the agency/department unless significant business or operation concerns occur.
- 2. Annual leave accrual rates will apply to the employee as though he or she were on duty status.
 - 3. Annual leave accrued during Union Officer Leave and unused at the conclusion of the leave must either be paid off by the Union or lost.
 - 4. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Union Officer Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.
 - 5. The probation period, if applicable, shall be extended by the length of the Union Officer Leave. The extended probation period shall end on the first day of the pay period following said extended date.
 - 6. The employee's eligibility for promotional examinations shall not be affected by Union Officer Leave.
 - 7. Layoff points shall not be affected by Union Officer Leave.
 - 8. In the event emergency recall of the employee becomes necessary, the Union Officer Leave may be suspended or cancelled during the course of the emergency. The Union shall not be obligated for reimbursement costs listed in A.3., A.4., and for the period that the Union Officer Leave is suspended

or cancelled. Provisions of A.1. through A.7., above, shall be suspended during said emergency recall.

9. Usually one (1) employee shall be eligible for Union Officer Leave at any one (1) time. However, upon mutual agreement, the CEO/Human Resources can authorize additional individuals to be on Union Officer Leave.

H. Parenthood Leave

1. A regular, limited-term or probationary employee shall be granted, upon request, a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or placement for legal adoption of a child provided the employee meets the following conditions:
 - a. The requested leave is commenced within six months before or after the date of birth or placement for legal adoption of the child.
 - b. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.
 - c. Such employee has completed new probation.
 - d. All accrued compensatory time, and the portion of annual leave subject to 100% payoff, has been applied toward the absence.
2. Unless otherwise required by law, employees shall not be eligible for more than one (1) such leave within any twelve (12) month period.
3. Annual leave may be applied toward any portion of the absence which qualifies under Section 2.A.1. of this Article provided the employee has furnished the agency/department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
4. Pregnant employees may also apply for a Nonoccupational Disability Leave for the term of

disability as provided in Section C. of this Article.

5. Parenthood Leave shall not be credited toward continuous service.
6. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

I. Workers' Compensation Leave

1. When an injury is determined to be job related in accordance with Article XI of the Operation & Service Maintenance MOU, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all annual leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.
2. Workers' Compensation Leave shall continue until any of the following occur:
 - a. the employee is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 - b. the employee is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 - c. the employee accepts employment outside the County; or
 - d. the employee accepts employment in another County position; or
 - e. the employee has been found to be permanent and stationary and is not rehabilitated as provided by law; or

- f. the employee is retired pursuant to Government Code provisions.

An employee who does not return to work within two (2) weeks of the end of his or her Workers' Compensation Leave pursuant to this provision, shall be considered to have automatically resigned his or her employment with the County under the provisions of Section 9., above.

- 3. If practicable, an employee on Workers' Compensation Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the employee to work until such notice is given; however, the agency/department may waive the notice or reduce the notice period at its discretion.

J. Family Leave

1. General Provisions

- a. Family Leave shall be granted to the extent required by law for the following situations:
 - 1. An employee's serious health condition (see Section 6.C., above).
 - 2. The birth of a child or placement of a child for adoption or foster care (also see Section 6.G., above).
 - 3. Employee's presence is needed to attend to a serious health condition of the employee's child, spouse or parent.
- b. Employees must request and identify their need for Family Leave. Requests for Family Leave may also fall under the provisions of Section 6.A., B., C., and G. above.
- c. The County shall determine if a request for Family Leave is valid within the parameters of applicable law.

- d. When a request for Family Leave is approved, the agency/department shall determine if compensatory, and/or annual leave time is to be applied and shall determine the order in which such time is applied. The use of sick leave shall be restricted to those circumstances which qualify under the provisions of Article IV, Section 1.B.

2. Notification Requirements

- a. If the Family Leave is foreseeable, the employee must provide the agency/department with thirty (30) calendar days notice of his or her intent to take Family Leave.
- b. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.
- c. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent or spouse, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to agency/department operations.

3. Verification

- a. The County may require certification from the health care provider or other County approved evidence as to the necessity of Family Leave for serious health conditions. The County may also require convincing written evidence that the employee is needed to care for a spouse, child or parent.
- b. The County may require a medical statement covering diagnosis, prognosis, and expected date of return.

- c. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.

K. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit limited individual donations of annual leave, vacation, compensatory and/or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 7. Miscellaneous MOU Provisions

A. Status of Limited-Term Employees (See Article III of the Operations and Service Maintenance MOU - General Personnel Provisions for complete text of Article)

1. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article X, LAYOFF PROCEDURE, which accrue to employees in regular positions.
2. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Agency/Department Head shall become a limited-term regular employee.
3. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of annual leave accrual, retirement, layoff and new employee probation.
4. When funding ceases for a limited-term position or when the position is no longer necessary, the

limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in E., below.

5. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Agency/ Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Agency/Department Head shall make such an order in writing prior to the date of transfer or promotion.

B. Status on Reemployment (See Article X of the Operations and Service Maintenance MOU - Layoff Procedures for complete text of Article)

1. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:
 - a. Any unpaid annual leave remaining on the employee's account when laid off shall be restored.
 - b. All seniority points held upon layoff shall be restored.
 - c. All prior service shall be credited for the purpose of determining sick leave, vacation and annual leave earning rates and service awards.
 - d. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
 - e. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

- C. Workers' Compensation Supplement Pay (See Article XI, On-The-Job Injury, Workers' Compensation Supplement Pay of the Operations and Service Maintenance MOU - for complete text of the Article)

Whenever an employee sustains an injury or disability arising out of and in the course of County employment and requires medical care, the employee shall obtain treatment according to the provisions of the California Labor Code Section 4600 et seq.

- D. Workers' Compensation Supplement Pay (See Article XI, On-The-Job Injury, Workers' Compensation Supplement Pay of the Operations and Service Maintenance MOU - for complete text of the Article)

1. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.
2. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued annual leave, or compensatory time, in that order.
3. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any annual leave, or compensatory time previously accumulated by the employee. The employee shall not accrue annual leave credit during the period in which the employee receives workers' compensation temporary disability benefits.
4. When an injury is determined to be job related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all annual leave, or compensatory time expended since the fourth (4th) day of disability shall be restored to the

employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all annual leave, or compensatory time expended since the first day of disability shall be restored to the employee's account(s).

5. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.
6. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use annual leave, or compensatory time, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph 2., above.
7. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of annual leave earning rates.